



QUOTE #Q-152645

DATE Dec 30th, 2021

EXPIRY DATE Jan 28th, 2022

SHIP TO

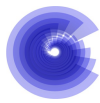
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TWIST BIOSCIENCE

681 Gateway Blvd,
South San Francisco, CA 94080
United States of America

CREATED BY

Patrick Dolan



EVD68 FERMON (BSMBAI AND BSAI FREE)

Gene Fragments Without Adapters (3 items)

DELIVERY FORMAT 2 mL
tube

ITEM	QTY	UNIT PRICE	AMOUNT
Gene Fragments without Adapters Part Number: 103212	3		
Base Pairs - Gene Fragments without Adapters (300bp - 1.8kb) Part Number: 103341	4,542	0.08 USD	363.36 USD

Subtotal	363.36 USD
Shipping Costs*	20.37 USD
Handling Costs	8.00 USD

TOTAL 391.73 USD

HAVE QUESTIONS?

For any question about your order
please contact customer support:
customersupport@twistbioscience.com
www.twistbioscience.com
681 Gateway Blvd,
South San Francisco, CA 94080
United States of America

TERMS AND CONDITIONS

1. Unless the customer and Twist have executed MSA (Master Supply Agreement) or similar contractual arrangement, all transactions between customer and Twist are governed by Twist's terms and conditions which can be found at: www.twistbioscience.com/terms-conditions.
2. Customer acknowledges that by submitting a purchase order and a list of sequences or an aliquot of their custom vector to Twist, the information provided will be considered correct and final.
3. If your organization is tax exempt, please provide supporting documentation (i.e. certificate of sales tax exemption).
4. Shipping, handling and taxes will be added at the time of invoicing.

TWIST BIOSCIENCE CORPORATION EARLY ACCESS TERMS AND CONDITIONS

These Early Access Terms and Conditions ("Terms and Conditions") are entered into as of the date of the quotation attached hereto by and between Twist Bioscience Corporation, a Delaware corporation ("Twist") and the customer identified ("Customer") for the purpose of the evaluation by Customer of certain Twist products ("Products"). Customer and Twist may be referred to herein individually as a "Party" and collectively as the "Parties."

1. Product Orders, Acceptance, Returns. A quotation accepted by Customer, together with any associated sequence request submission form for each Product, shall collectively become an "Order" under these Terms and Conditions only if confirmed by Twist in writing. Unless otherwise specified in this Agreement, Customer may not cancel such Order. In the event that Twist determines that it has failed to make the Products pursuant to an Order, Twist will notify Customer thereof and the corresponding Order shall thereupon be cancelled. Twist may also cancel any Order if Twist determines (in its reasonable discretion) a need to do so for biosecurity, biosafety, patent infringement, export restrictions and/or feasibility reasons. Any cancellation of an Order as described above shall be without penalty or liability to Twist (provided that any prepaid amounts for such Products shall be promptly refunded to Customer by Twist). If any Products shipped to Customer under an Order do not materially conform to the applicable specifications in the Order (except where due to causes occurring during or after shipment) and Customer notifies Twist of such material non-conformance within 20 days of receipt of such Products and, at Twist's request, returns such Products, then Twist will use commercially reasonable efforts to produce and ship to Customer replacement Products within a reasonable period of time; provided that Twist may cancel such Order (and refund or credit to Customer any prepaid amounts received from Customer) if Twist has shipped replacement Products for such Order once before or if Twist is unable to produce conforming Products. The foregoing shall be Customer's sole and exclusive remedy, and Twist's sole and exclusive liability, for any failure of Products to conform to the Order. Customer's shipping charges will not be credited or refunded with respect to returns. If Customer does not notify Twist of such non-conformance within such 20-day period, the Products will be deemed accepted and fully conforming and compliant for purposes of this Agreement. No additional terms contained in any purchase order, sequence submission, invoice, or other ordering document or correspondence from Customer shall bind either Party or be construed to modify or amend the terms of these Terms and Conditions. In case of conflict between these Terms and Conditions and Twist's standard supply terms and conditions (found at <https://www.twistbioscience.com/terms-conditions>), these Terms and Conditions shall control.

2. Shipment and Delivery Terms. Twist will use commercially reasonable efforts to ship Products by the target delivery date specified in the Order, subject to availability of capacity and adequate lead times. All Products will be shipped FOB Twist's facility to the delivery address specified in the Order. Except as otherwise stated in the Order, Twist may ship all Products using the means and carrier of its choice. Twist reserves the right to deliver Orders in installments, where applicable. Products are deemed shipped and delivered to Customer when tendered to the applicable commercial carrier at Twist's facility. At this point, title to the Products passes to Customer (subject to Customer's payment in full of all fees therefor) and Customer becomes responsible for risk of loss and damage. Twist does not clear Products for import into Customer's country if outside the U.S., which is Customer's sole responsibility.

3. Twist Use of Customer Deliverables. Twist shall not be liable or responsible for (nor be in breach hereunder on account of) any errors, inaccuracies, deficiencies or problems with any genetic sequences, materials, or other information provided by Customer to be used by Twist to produce Products (collectively, "Customer Deliverables") or Customer Deliverables that are not otherwise provided by Customer in accordance with these Terms and Conditions or applicable Order. Customer hereby grants Twist and its affiliates a nonexclusive license to use and develop the Customer Deliverables solely to make and supply the Products under an Order, otherwise perform under these Terms and Conditions in accordance with its terms, and comply with applicable laws and regulations.

4. Limitations and Restrictions on Use of Products. Customer shall be solely responsible for its use of the Products. The Products have not been approved, cleared, authorized or licensed by the United States Food and Drug Administration ("FDA") or any other applicable governmental agency, within or outside the United States, for any use. Customer shall not use any Product in humans to treat or diagnose any condition nor for any other diagnostic or therapeutic purposes, for investigational use in foods, drugs, devices or cosmetics of any kind, or for consumption by or use in connection with or administration or application to humans or animals unless Customer first obtains all necessary and/or appropriate approvals, clearances, authorizations and/or licenses from the FDA or other applicable governmental agency within or outside the United States. In any event, Customer shall use all Products in accordance with applicable laws, rules, regulations and governmental policies, including biosecurity requirements, and in accordance with these Terms and Conditions. Twist will not be responsible or liable for any losses, costs, expenses, or any other forms of liability arising out of Customer's use of any Product, including without limitation any liabilities arising from a claim by third party arising from Customer's use of any Product, except to the extent any such liability cannot be excluded by applicable law. By using any Product for any purpose, Customer agrees to indemnify and hold Twist harmless for any and all damages and/or liability, however characterized, arising from such use of the Products. Customer shall use the Products only for internal evaluation purposes and Customer shall not sell, resell, transfer or distribute the Products to any third party. Customer also agrees not to (and not to authorize or permit others to) reverse engineer, deconstruct or disassemble any Products or Twist-supplied vectors. Any confidential or proprietary information provided by Twist to Customer shall be and remain confidential and shall not be used by Customer for any purpose other than evaluation of the Products.

5. Manufacturing Suggestions. In the event that Customer provides any suggestions, feedback, recommendations, improvement ideas or input ("Suggestions") relating to the Products to Twist, Customer hereby grants to Twist a worldwide, royalty-free, fully paid-up, non-exclusive, irrevocable, perpetual license, with the right to grant and authorize sublicenses, to use, make, have made, reproduce, offer to sell, sell, publicly perform, publicly display, adapt, modify, create derivative works of, distribute, import, and otherwise exploit the Suggestions.

6. Disclaimer of Warranties. THE PRODUCTS ARE PROVIDED "AS IS". TWIST MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR ANY OTHER SUBJECT MATTER OF THESE TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AS WELL AS WARRANTIES REGARDING SECURITY, RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT AND ANY WARRANTY ARISING FROM A STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL TWIST BE LIABLE FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

7. Limitation of Liability. WITHOUT LIMITING SECTION 4, OR TO THE EXTENT THAT A PARTY CANNOT EXCLUDE SUCH LIABILITY UNDER APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO COSTS OF COVER, COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS, LOST DATA, LOSS OF BUSINESS, LOSSES FROM BREACHES OF SECURITY, OR LOSS OF GOODWILL) ARISING FROM OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY. EXCEPT FOR ANY LIABILITY THAT CANNOT BE EXCLUDED BY APPLICABLE LAW, TWIST SHALL NOT BE LIABLE FOR ANY DAMAGES OR OTHER AMOUNTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS IN EXCESS OF THE FEES PAID OR PAYABLE BY CUSTOMER TO TWIST HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM UNDER WHICH SUCH LIABILITY AROSE.

8. Miscellaneous. This Agreement is governed by the laws of the State of California without reference to any conflict of laws principles. Either Party may assign these Terms and Conditions without the other Party's consent to its successor in interest in connection with any merger, consolidation, reorganization or sale of such Party or all or substantially all of its assets to which these Terms and Conditions pertain.

9. Publicity. Customer shall not name or refer to Twist as a supplier of Customer nor use Twist's logos or trade names for publicity, marketing, or any other external communications without Twist's prior written consent. To the extent related to the Products ordered under these Terms and Conditions, Customer will take no action which is intended, or would reasonably be expected, to harm Twist or its reputation, or which would reasonably be expected to lead to unwanted or unfavorable publicity to Twist.